

## ATTACHMENT B

Sparks of SWBT did offer to provide an expedited and thorough procedure for establishing OSS access via demonstrations, follow-up meetings, and technical requirement discussions. However, VLK imposed their own timeline in order to expedite live OSS functionality. SWBT's requirement is simply to have agreement on OSS functionality and rates prior to establishing physical connection to OSS interfaces. As it turned out, VLK attended an OSS demonstration on April 3, 1997 and held connectivity discussions in advance of establishing connectivity and going live on April 14, 1997.

### C. DEMO

1. VLK at 2 sites supposed problems with the April 3 "hands-on" demonstrations in St. Louis. The facts are as follows. On April 3, SWBT delivered a demo that included, but was not limited to Easy Access System Environment (EASE). The demo lasted approximately 35 minutes. VLK's claim that REASE "went down" is not accurate. The SWBT manager giving the demo had accessed EASE using a method which required her to go across approximately 4 different SWBT systems before accessing EASE. The system appeared to go down when, in actuality, the system was in a "wait" state that was caused by the fashion in which the user chose to connect to EASE. SWBT personnel reconnected to EASE using a more direct fashion that is comparable to the access method CLECs use. Once the more direct connection was made system response time returned to that which is available to SWBT Business Offices. It should be noted that the average screen-to-screen response time for all EASE transactions is 3 seconds or less. There was no change in hardware between the REASE and Business EASE (BEASE) demos.

D. BUSINESS AND RESIDENCE EASE

1. Throughout the letter, VLK mischaracterizes the uses of BEASE and REASE.

VLK at 2 states “[t]hat REASE and BEASE were order entry systems. They were of little use for pre-order.” EASE can be used as a pre-order system. In a pre-order environment where the customer is requesting new service, EASE performs address validation, as well as product availability by switch, facility information, telephone number selection and due date availability functions. In a pre-order conversion situation, with end-user authorization, EASE will also display current account information including directory listings and features. In both situations, the pre-order information may be ‘held’ in EASE for two (2) weeks. If the pre-order information is not resumed by the end of the two week period, the negotiation is deleted.

2. VLK at 2 states “We were also informed all conversions would consist of a disconnect and a new order. There is no such thing as a ‘conversion’ order.”

EASE does support the conversion process. In the conversion flow, EASE creates both the disconnect and new connect order for the CLEC from a single flow.

Existing listings and features available for resale are automatically populated for the CLEC and require no input by the CLEC unless they desire to make a change.

It is not necessary for the CLEC to place a separate disconnect order; the disconnect is automatically processed from the conversion flow. The conversion

flow automatically relates the two orders to prevent a service interruption. It

should also be noted that SWBT systems are currently being modified to allow for

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a single order conversion process instead of the current two order process. This process is expected to be in place by the end of June 1997.

3. VLK at 3 states "[E]ASE systems appear to have been 'modified' to provide less information to us than is available to their business offices." The only modifications made were to remove confidential data such as Credit and Deposit Information as well as other information that has been deemed proprietary (e.g., SWBT rates).
4. VLK at 3 states "[i]t was found that the screens and information we were accessing were not the same ones we had been trained on." The EASE system used in training is the same EASE system used in the production environment. The difference between the training and production environments is that when an EASE user is established in a training mode, EASE retrieves customer account information from a database established specifically for training instead of pulling live customer account information. This is the same training database used in training SWBT sales representatives. Furthermore, with the exception of table changes, system modifications are not made overnight due to the huge amount of coding and testing involved. EASE has scheduled bimonthly releases whereby we make enhancements to the system. To date in 1997, SWBT has installed releases on January 3, March 14 and May 16 with the next release scheduled for July 11.
5. VLK at 3 states "Further, we have no access to SORD which SWBT does have open access to." EASE and Toolbar provide a 'user friendly' means of retrieving information from SWBT back office systems such as SORD. SORD is in USOC

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and FID format, not English language as provided via EASE. The SORD order may be viewed through the Toolbar or EASE.

6. During the early use of EASE by VLK, SWBT became aware of a few issues which prevented some orders from distributing in SORD. These issues were corrected on April 22 and April 25 through immediate releases. Except in the case of Personalized Ring in a conversion scenario, VLK could have still used EASE to transmit their orders. It should be noted that the LSPSC has a means of knowing that a CLEC order has erred in SORD and a process to make any necessary corrections so the order may be distributed to provisioning systems. All known problems have been corrected.
7. Ms. Judy Hermann from SWBT visited VLK on April 23 and April 24 to personally assist their representatives with EASE system functionality at no charge. Ms. Hermann had planned to stay through April 25, but the VLK representatives indicated they felt comfortable with using EASE and that Ms. Hermann could leave. Ms. Hermann observed that VLK representatives had no trouble maneuvering through the system and was advised that the first week's difficulty was more of a VLK learning curve issue than specific problems with the EASE software. Most of the questions from VLK were Methods and Procedures about SWBT's monthly rates and non-recurring charges.

### E. TOOLBAR AND VERIGATE

1. VLK at 2 states "Pre-order would be addressed by the Toolbar". While this is a true statement, it should not be construed that only Toolbar provides a pre-order function, as explained in ¶ D.1 above. Through the Toolbar, pre-order functions

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are available from the Verigate application. Verigate provides these functions for both resold services and unbundled network elements. The functions currently include the verification of address, service availability by switch, PIC list, connecting facility assignment, NC/NCI, dispatch, and due date. Verigate also provides access to telephone number assignment. These functions currently support the establishment of new accounts. Effective June 1, 1997, customer service record information will be available via Verigate, as it is today via EASE and DataGate, to support account conversion activity. Customer service record information will be provided for single line working telephone number requests. This information includes listing, billing, service and equipment, and directory delivery detail. The next enhancement to Verigate will provide access to consolidated information for all working telephone numbers billed to a single account.

### F. BILL PLUS

1. VLK at 2 states "[w]e asked why USOCs were not included in the format". Bill Plus provides a computerized version of the paper bill. The paper bill does not reflect USOC information for the monthly charges, which is only reflected in the Customer Service Record (CSR). Bill Plus has been rewritten in a Windows™ format and will include the Auxiliary Service Information (ASI) which is the Customer Service Record information.

### G. TOOLBAR AND CUSTOMER NETWORK ADMINISTRATION (CNA)

1. VLK at 3 correctly states that CNA (and not Toolbar) is listed in the OSS Appendix to SWBT's agreement with VLK. When the OSS Appendix was

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initially developed, the applications to check service order status, report trouble and make billing inquiries were a part of SWBT's CNA product. Since that time, Order Status and Trouble Administration were migrated to a new platform, which is now referred to as the SWBT Toolbar. The scheduled conversion of the CNA billing inquiry function to the new platform was delayed, so until it becomes a part of the Toolbar, a CLEC would need to access the CNA platform if they chose to view their bills via that method. SWBT covers both Toolbar and CNA in the SWBT demo sessions.

### H. SYSTEM AND CIRCUIT SET-UP

1. VLK at 1 states "Our experiences with Southwestern Bell in the area of local service have been trying". SWBT regrets this impression. SWBT has strived to provide VLK with requirements for systems but VLK management often has not worked cooperatively. For example, during the initial OSS demo, VLK was informed that SWBT highly recommended using a commonly available software product – Chameleon from NetManage – for 3270 emulation for REASE. Mr. Tidwell of VLK indicated he understood and that he thought VLK had that product at their site. The following week, SWBT spent the better part of four days working with VLK to get a different package they wished to use (ProComm Plus) to work while explaining that it is not compatible with Windows™ 95 and that it would not work effectively for REASE.
2. Even while our help desk agents are trying to explain what has been - or is being - done to alleviate a problem, VLK management continues to insist that problems be escalated to the highest possible level. When appropriate, problems have been

escalated but not all problems are severe enough to require (or benefit from) this kind of escalation.

3. VLK at 3 claims that SWBT personnel did not know how to install a 56K circuit. This accusation borders on the absurd. In actuality, VLK was responsible for the provisioning of their 56K circuit through their own carrier to a termination at the point of demarcation in SWBT's facilities in Dallas. SWBT personnel in Dallas had to wait for the circuit to be set up. Once the circuit was terminated in Dallas, SWBT network operations personnel completed their work the same morning and connectivity was established and tested with VLK the same day.

I. SWBT REBUTTAL TO VLK'S SPECIFIC COMMENTS ON THE AFFIDAVIT OF ELIZABETH HAM

Paragraph 14

- The most important function of the Information Services Call Center, or Help Desk, is to provide a single point of contact on Information Services technical issues for CLECs. While Help Desk personnel are not application experts, they do accept all calls and take "ownership" of all problems referred to them. Help Desk personnel are working very hard to increase their application-specific knowledge. Where possible the caller will be provided with the resolution during the initial call. If the problem can not be solved during the initial call, Help Desk personnel follow through and provide feedback to the caller in the most timely manner possible. In many instances this requires a great deal of coordination with other SWBT groups and organizations. Often, the caller does not see this and may not be aware of how much work is being done off-line for them.

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- Mr. Tidwell of VLK has stated during telephone conversations with SWBT's Kevin Tollefson, that he does not have any complaints with the service provided by the IS Call Center.
- SWBT has reviewed VLK's trouble tickets and determined that SWBT has been able to close 50% within 10 minutes and 76% within 1 hour. In reference to the VLK statements about connectivity problems, approximately 25% of the calls (29 tickets out of a total of 106) refer to connectivity or long wait times. Of these 29, 17 are for BEASE, 4 are for REASE and 8 are for Toolbar.

Paragraph 20 - Pre-order functions in Verigate currently support the establishment of new accounts. Effective June 1997, customer service record information will be available to support account conversion activity. Customer service record information will be provided for single line working telephone number requests and include listing, billing, service and equipment, and directory delivery detail. The next enhancement to Verigate will provide access to consolidated information for all working telephone numbers billed to a single account.

Paragraph 27 - Southwestern Bell is completing the initial development phase of the Lsr EXchange System (LEX) which is a graphical user interface that will allow CLECs mechanically to create and submit national standard formatted LSRs for ordering resold services and unbundled network elements. Two CLECs have committed to participate in application tests of LEX. The initial concentration will involve unbundled network elements. The second test will concentrate on resale orders. The initial test is scheduled to begin in mid-June and the second test is slated for July 1997.



Paragraph 28

- The following is a complete list of unscheduled interruptions in EASE system availability that may have impacted VLK and all SWBT EASE users:

During the month of April 1997:

- \* On April 17 from 4:05 p.m. to 4:10 p.m. SWBT recorded a problem where EASE lost the connection to our back office systems.
- \* On April 28 SWBT recorded a problem whereby EASE experienced extremely slow screen to screen response time. In an effort to correct the problem, SWBT lost connectivity to our back office PREMIS address validation system.

During the month of May 1997:

- \* SWBT recorded a problem on May 6 from 8:18 a.m. to 8:58 a.m. where EASE lost the connection to SWBT back office systems.

Again, EASE system problems impact SWBT business offices in the same manner and to the same extent as they impact a CLEC.

- In order to help determine the cause of VLK's supposed slow response time and lock ups in BEASE, SWBT has asked VLK to provide copies of a log file from their system. SWBT requires this log for problem resolution. SWBT has received only three (3) copies of this log. The last time SWBT requested the log, SWBT was told by VLK that was "too much trouble" and VLK was not going to provide it to SWBT. SWBT stands ready to assist VLK with the supposed slow response time and lock up problems, however, VLK must cooperate by providing the information required to resolve the supposed problems.

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- EASE can be used to negotiate 95-97% of all residential orders. Because there are a low volume of hunting orders for residential customers, these orders are not a high priority for EASE. SWBT business offices themselves negotiate hunting outside of EASE.
- SWBT and VLK held a conference call on May 22, 1997 to discuss the Distributed Service Order File. Prior to this time SWBT and VLK had focused attention on the expedited turn-up of the EASE interfaces. Transmissions of the Distributed Service Order File can begin at VLK's request. SWBT has provided documentation and will continue to discuss the options and requirements necessary to accept the file. VLK indicated to SWBT they plan to program their information systems to pull the data they desire from SWBT's standard format.

### Paragraph 40

- Installation charges should be waived (negated) on the service order for straight conversion orders. There would be no charges by adding the Negate S&E charge (NSE) FID. This information was covered with VLK during the on site training of April 23 - 24, 1997.
- The edit problems on the Kansas Universal Service Fund have been corrected. The EASE tables for VLK incorrectly included the USOC for the Service Fund which caused the system to invoke internal edits. The USOC was removed from the tables as soon as SWBT was notified of the problem.

Paragraph 41 - VLK does have to establish a connection and sometimes a VAN (Value Added Network) to provide the functionality to receive a bill. SWBT is willing to discuss

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EDI as a Billing option if VLK is interested. This information was provided to VLK in the OSS demo on April 3, 1997.

Paragraph 42 - Resale is not billed via CABS, therefore no access is required to the CABS database.

Paragraph 59 - SWBT currently captures disconnect activity for competitive reasons through unique DCR (disconnect reasons) codes placed on the disconnect order. SWBT employs an external firm to conduct customer surveys. Once a month a file of these disconnected customers is sent to the outside firm. The survey itself is a questionnaire focusing on the customer's past experience with SWBT. Also, based on the DCR for competitive reasons, SWBT will send letters to the disconnected customers. The intent of this letter is to 1) verify the disconnect, 2) express SWBT's appreciation in being able to serve the customer and 3) leave an open door policy in case the customer chooses to return to SWBT. Regarding both methods of customer contact, no attempt is made to switch the customer from any CLEC. All information acquired for use in this effort appears solely on the SWBT Disconnect order. SWBT does not access any information from the customer's new connect for service with the CLEC. Attached hereto is SWBT's "no winback" policy letter.



**"The One to Call On".**

August 14, 1996

TEST  
314 OUR STREET  
SPRINGFIELD MO 78333-3333

(417) 999-9999 999

DEAR TEST

I have noticed that you have disconnected your telephone service from Southwestern Bell. As an employee who values your business, I want to be sure that this information is correct. If you're not canceling your service, please contact us at 1-800-246-4999. We will update your records and re-establish your telephone number and your service.

If it is your intention to disconnect your service, we at Southwestern Bell regret that we're losing you as a customer. You can be sure of a warm welcome should you choose to return at a later date.

During the past century, we have taken great pride in providing quality telephone service. Our continuing objective to provide customized, convenient and reliable service extends to each and every customer. That's a commitment from all Southwestern Bell employees.

If we can be of service to you in the future, please let us know. Just give us a call at 1-800-246-4999 and one of our customer service specialists will be happy to help you.

We value your relationship with us.

Sincerely,

Sharon Gross  
General Manager - Residence Service Center  
220 E. 6th Room 570  
Topeka, KS 66603



"The One to Call On".

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General Manager - Residence Service Center  
220 E. 6th Room 570  
Topeka, KS 66603



**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In The Matter of

Application of SBC Communications Inc.,  
Southwestern Bell Telephone Company, and  
Southwestern Bell Communications Services,  
Inc., d/b/a Southwestern Bell Long Distance,  
for Provision of In-Region,  
InterLATA Services in Oklahoma

CC Docket No. 97-121

**REPLY AFFIDAVIT**

**OF**

**JAMES A. HEARST**

**ON BEHALF OF**

**SOUTHWESTERN BELL TELEPHONE CO.**

**Before the  
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CC Docket No. 97-121

**AFFIDAVIT**

**OF**

**JAMES A. HEARST**

**ON BEHALF OF SOUTHWESTERN BELL TELEPHONE CO.**

**INTRODUCTION**

I, James A. Hearst, being of lawful age and duly sworn upon my oath, do hereby depose and state:

1. My name is James A. Hearst. I am the same James A. Hearst who provided sworn testimony on behalf of Southwestern Bell Telephone Company ("SWBT") that SWBT has satisfied the "competitive checklist" requirement that SWBT provide nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT at just and reasonable rates in accordance with the requirements of the Pole Attachment Act, 47 U.S.C. § 224.



2. AT&T Communications of the Southwest, Inc. ("AT&T") and Sprint Communications Company L. P. ("Sprint") claim that SWBT is not in compliance with the checklist requirement, 47 U.S.C. § 271(c)(2)(B)(iii)), that SWBT provide "[n]ondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by [SWBT] at just and reasonable rates." AT&T and Sprint invent requirements that do not exist in the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Federal Telecommunications Act of 1996 ("FTA 96"), or in the First Report and Order of the Federal Communications Commission ("Commission") in CC Docket No. 96-98 ("First Interconnection Order"). As explained below, each of AT&T's and Sprint's assertions are without merit.

**SWBT HAS COMPLIED WITH ALL REQUIREMENTS OF THE COMPETITIVE CHECKLIST. (In response to Keating ¶10-13)**

3. In Paragraph 1156 of the First Interconnection Order, the Commission has stated that "where access [to poles, ducts, conduits, and rights-of-way] is mandated, the rates, terms, and conditions of access must be uniformly applied to all telecommunications carriers and cable system operators that have or seek access." To effectuate that requirement, SWBT has, through negotiations and arbitrations with interconnectors and other parties entitled to access, developed a Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way that is generally available to any telecommunications carrier or cable system operator requesting access to SWBT's poles, ducts, conduits, or rights-of-way. SWBT's Master Agreements for each of SWBT's five states are substantially the

same in form and content, although there are some differences in the agreements due to differing arbitration rulings in the five states.

4. The Master Agreement can be executed, at the requesting party's option, as a standalone agreement or as part of a comprehensive interconnection agreement. Companies seeking immediate access to SWBT's poles, ducts, conduits, or rights-of-way are given an additional option: they may execute the Master Agreement with an addendum expressly providing that the agreement has been executed on an interim basis without affecting the rights or duties of the parties to engage in good faith negotiations and to replace the agreement through the negotiation and, if necessary, arbitration of a revised agreement. Requesting parties seeking immediate access to SWBT's poles, ducts, conduits, and rights-of-way in Oklahoma may also execute the version of the Master Agreement incorporated as part of SWBT's Standard Terms and Conditions for that state or adopt the provisions of agreements earlier approved by the Oklahoma Corporation Commission as part of the interconnection negotiation process.

5. Although it is now negotiating and arbitrating an interconnection agreement with SWBT in Oklahoma, AT&T does not yet have an agreement and has not applied for access to SWBT's poles, ducts, conduits, and rights-of-way in Oklahoma. AT&T is, therefore, poorly positioned to allege that SWBT's current Master Agreement or SWBT's practices with respect to pole attachments fail to satisfy competitive checklist requirements.

6. AT&T (AT&T Attachment H, Keating ¶11) also misrepresents the process by which CLECs may obtain nondiscriminatory access. As stated above, it is not true that telecommunications providers must sign an interconnection agreement to gain access to SWBT's poles, ducts, conduits, and rights-of-way. Section 2.04 of the Master Agreement gives telecommunications providers the option of appending the agreement to an interconnection agreement or implementing the terms and conditions as a standalone agreement. Two CLECs, American Communications Services, Inc. ("ACSI") and Brooks Fiber Communications ("Brooks Fiber"), have received access pursuant to interconnection agreements. To date, SWBT has provided access to approximately 5700 duct feet of conduit to these two telecommunications providers in Oklahoma under rates, terms and conditions that fully comply with all FTA 96 requirements. Pursuant to the "Most Favored Nations" process, the same rates, terms and conditions already made available to these CLECs are available to any other CLECs who want them.

**THE MASTER AGREEMENT GOES WELL BEYOND ALL APPLICABLE  
LEGAL REQUIREMENTS AND THE COMMISSION'S GUIDELINES. (In  
response to Keating ¶14)**

7. AT&T (AT&T Attachment H, Keating ¶14) misrepresents SWBT's position during negotiations and in proceedings before the Commission and state commissions. SWBT's position throughout these negotiations has been to follow the requirements of FTA 96 and all Commission interpretations (including

those stated in the First Interconnection Order) of LEC obligations relating to access to poles, ducts, conduits, and rights-of-way. Section 2.01 of the Master Agreement (captioned "Primary Purpose of Agreement") states SWBT's position. From beginning to end, SWBT's Master Agreement commits to nondiscriminatory treatment and processes (e.g., in Sections 3.18, 5.04, 12.04, 15.02(b), 15.05(c), and 32.07) consistent with the Pole Attachment Act and regulatory decisions thereunder. The agreement meets all five "rules of general applicability" set forth in Paragraphs 1151-1158 of the First Interconnection Order and follows the guidelines set forth in Paragraphs 1159-1240.

8. By contrast, AT&T has insisted on interpretations of FTA 96 that are inconsistent with the Commission's. For instance, AT&T has not accepted the Commission's rejection of its proposed "pathway" concept in the First Interconnection Order (§1185) and has protracted the negotiations by asserting that SWBT's failure to provide access to pathway facilities which are not poles, ducts, conduits, or rights-of-way somehow violates the Pole Attachment Act.

**THE MASTER AGREEMENT PROVIDES ACCESS TO RECORDS BEYOND  
THE FIRST INTERCONNECTION ORDER REQUIREMENTS. (In response to  
Keating ¶15-19)**

9. One of AT&T's tactics has been to apply Commission discussions or rulings in contexts quite different from those addressed by the Commission. This tactic has resulted in significant delay and expense to SWBT. An example of such a tactic is AT&T's use of the phrase "Parity Access To Information

Regarding SWBT's Poles, Ducts, Conduits and Rights-Of-Way." (AT&T Attachment H, Keating IV A 1. ¶¶15-19) The Pole Attachment Act provides for access to certain outside plant facilities and says nothing about access to confidential, proprietary, and competitively sensitive business records of the utilities required to provide access. The First Interconnection Order includes one guideline referring to access to pole, duct, conduit, and right-of-way records. This guideline is included in the discussion of "Dispute Resolution." More specifically, the guideline appears in the discussion of "General Complaint Procedures Under Section 224" beginning at ¶¶1222 and continuing through ¶¶1225. In ¶¶1223, the Commission states:

... A petitioner's complaint ... must state the grounds given for the denial of access, the reasons those grounds are unjust or unreasonable, and the remedy sought. The complaint must be supported by the written request for access, the utility's response, and information supporting its position. The Commission will deny the petitioner's claim if a prima facie case is not established. A complaint will not be dismissed if a petitioner is unable to obtain a utility's written response, or if a petitioner is denied any other relevant information by the utility needed to establish a prima facie case. *Thus, we expect a utility that receives a legitimate inquiry regarding access to its facilities or property to make its maps, plats, and other relevant data available for inspection and copying by the requesting party, subject to reasonable conditions to protect proprietary information.* This

provision eliminates the need for costly discovery in pursuing a claim of improper denial of access.

(Italics added.)

10. From the context, it is apparent that the Commission is suggesting limited access to records to support the speedy resolution of denial-of-access disputes and the effective presentation of complaints to the Commission. AT&T, however, claims (AT&T Attachment H, Keating ¶15) that the Commission requires access to maps, plats and other relevant data without restriction for purposes wholly unrelated to denial-of-access disputes. AT&T generally claims that any restrictions or limitations on access to records and other relevant data is "discriminatory" (AT&T Attachment H, Keating ¶16). Among the consequences of AT&T's approach would be that SWBT would be required to expose proprietary information without restriction and to do so in a manner that would significantly disrupt SWBT's day-to-day operations.

11. Moreover, with respect to access to records, SWBT already goes much farther than what the First Interconnection Order requires. AT&T and SWBT have entered into a written stipulation in Oklahoma providing for access to maps, plats and other relevant Plant Location Records (PLRs) containing information about poles, ducts, conduits, and rights-of-way records. Under the stipulation, incorporated in Section 7.03 of SWBT's Master Agreement, such access is to be provided on two business days notice. SWBT fully expects that in those cases in which CLECs need access to records in less than two days,

such access will be granted. SWBT does not, however, allow competitors to have access to SWBT's original business records without first scheduling appointments.

12. Under the Master Agreement, access to SWBT's records does not depend on the existence of a dispute over denial of access. In fact, access will be granted even before a telecommunications provider requests access to any of SWBT's poles, ducts, conduits, and rights-of-way. Section 7.03 of the Master Agreement allows telecommunications providers to get a first-hand view of the status and capacity of SWBT poles, ducts, conduits, and rights-of-way at the earliest stages of their planning processes. Because SWBT's records contain proprietary information, SWBT reasonably requires that a nondisclosure agreement be signed.

13. Since all telecommunications providers desiring access under SWBT's terms and conditions have access to SWBT's PLRs, any telecommunications provider can readily identify the space assigned to any other telecommunications provider, including SWBT. SWBT is not permitted to assign or reserve space for itself without noting the assignment in the records available to all parties entitled to seek access. Having negotiated for and by stipulation obtained access to SWBT PLRs, AT&T now complains (AT&T Attachment H, Keating ¶17) that under SWBT's nondiscriminatory method of assigning space (which treats SWBT just like new entrants), AT&T's competitively sensitive information is exposed to third parties.

14. Of course, much more of SWBT's business information than AT&T's information is exposed. Moreover, this issue would not have arisen but for SWBT's efforts to accommodate AT&T's request for a "records-based" assignment system. When concerns about confidentiality of CLEC records were first called to SWBT's attention (by a different CLEC), SWBT immediately responded with a negotiated resolution. Under that solution, CLECs (including AT&T) may view the PLRs, apply for space, and request that no assignment of space be reflected on SWBT's records until the CLEC's application for access has been granted. Although SWBT would process these applications in the same manner as other applications, the space requested would not be reflected on SWBT's records and could, therefore, be assigned to and occupied by another firm relying on the records-based assignment system. (In like fashion, any space not assigned to SWBT on SWBT's records is available for assignment to AT&T and other firms, even if SWBT has plans to use the space.) Other telecommunications providers have indicated that this solution is fair and acceptable to them.

15. Having advocated for a records-based assignment process, AT&T must accept the processes required to accommodate the legitimate concerns of all parties entitled to access. SWBT has sought to accommodate CLECs through the current procedures and has taken confidentiality concerns into account by requiring nondisclosure agreements. SWBT's negotiated policy is nondiscriminatory and beneficial to all parties entitled to access.



16. AT&T has no current experience in accessing SWBT poles, ducts, conduits, and rights-of-way in Oklahoma and has only limited experience with access to SWBT's pole, duct, conduit, and right-of-way records. SWBT has rightly refused AT&T access to SWBT's proprietary strategic plans supporting marketing strategies for new service offerings. No other request for records has been denied. Moreover, when AT&T asked to see SWBT conduit records in Texas, access was provided in two business days in accordance with the stipulated agreements between AT&T and SWBT.

17. AT&T suggests (AT&T Attachment H, Keating ¶19) that the access-to-records provisions of the Master Agreement are insufficient because AT&T unsuccessfully attempted to use processes for accessing SWBT's PLRs to obtain access to SWBT's "dark fiber" records. Dark fiber, of course, is not a pole, a duct, a conduit, or a right-of-way. Access to dark fiber records is not the same as access to records concerning the availability of space on SWBT's poles or in SWBT's ducts, conduits, or rights-of-way. Because access to dark fiber has been treated by the state commissions as an issue relating to unbundled network elements, SWBT immediately informed AT&T that access to "dark fiber" information would be available through the unbundled network element process rather than through processes only applicable to poles, ducts, conduits, and rights-of-way.